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\$46.00

Document Total

\$46.00

Existing Certs
1513888

SITE DEVELOPMENT AGREEMENT

THIS SITE DEVELOPMENT AGREEMENT is made effective as of this 19th day of August, 2022, by and between the City of Bloomington, a Minnesota municipal corporation, 1800 West Old Shakopee Road, Bloomington, Minnesota 55431 ("City"), Afrique Hospitality Group, LLC, a Minnesota limited liability company with a registered office address of 1701 American Boulevard East, #15A, Bloomington, Minnesota 55425-5542 ("Applicant"), and 1701 American Blvd, LLC, a Minnesota limited liability company with a registered office address of 7401 Bush Lake Road, Edina, Minnesota 55439 ("Fee Owner").

RECITALS

On December 8, 2021, Applicant filed a development application (Case #PL2021-256) for the City's approval of a Conditional Use Permit to operate a cultural campus located within an existing office/warehouse building at 1701 American Boulevard East in the City of Bloomington, Hennepin County, Minnesota and legally described as set forth in Exhibit A which is attached hereto and incorporated herein by reference ("Property").

The City Council of the City of Bloomington, Minnesota, at its regular meeting of January 24, 2022, approved the above-referenced application for conditional use permit (the "Council Approval") subject to, and contingent upon, the Applicant's satisfaction of certain conditions relating to the Property, and made subject to those conditions, as well as all applicable code provisions, including but not limited to City Code, building code and fire code (whether or not enumerated in the Council Approval).

This Agreement sets forth the obligations of the parties and the conditions that govern the development and use of the Property. It is intended to address the parties' compliance with the conditions of the Council Approval. This Agreement does not address other issues relating to public improvements, assessments, storm water charges, or other matters regarding or affecting the Property unless specifically set forth herein or incorporated herein by reference.

NOW THEREFORE, in consideration of the recitals stated above and the mutual covenants stated below, the parties agree as follows:

1. **Recitals.** The foregoing recitals are correct and are incorporated herein.

2. **Obligations of the Applicant.**

(a) **Compliance with Conditions of Approval.** The Applicant agrees that development of the Property shall be in strict conformance with all conditions set forth in the decision notice dated January 24, 2022, attached hereto and incorporated herein by reference as **Exhibit B.**

(b) **Conformance with Approved Plans.** The Applicant agrees that development of the Property shall also be in strict conformance with the Plans as approved on January 24, 2022 by the City Council, all applicable code provisions, including but not limited to City Code, building code and fire code (whether or not enumerated in the Council Approval and decision notice), and all applicable state and federal laws. In the event that there is a conflict between the conditions of the Council Approval and the regulatory terms of this Agreement, the Council Approval shall apply. It shall be the obligation of the Applicant to provide advance written notice to the City of any aspect of the development that varies to any degree from the conditions of the Council Approval. The Applicant also agrees that any major or minor change to the Council Approval must be approved by the City as provided in City Code Section 21.501.04.

(c) **Compliance with Zoning Regulations.** The Applicant agrees that any change to a use of the Property that is prohibited under the City's zoning regulations will require City Council approval of a revision of the zoning code and approval of a revision to the Plans.

3. **Obligations of the City.**

(a) **Issuance of Permits.** The City will issue permits necessary for the approved development of the Property subject to the satisfaction of conditions of approval set forth in the January 24, 2022 Decision Notice, attached hereto as **Exhibit B**, and compliance with all applicable code provisions, including but not limited to City Code, building code and fire code (whether or not enumerated in the Council Approval or decision notice). No permits will be issued until the Applicant has submitted all appropriate permit applications, which are subject to City review and approval.

4. **Event of Default.**

(a) The term "event of default" shall mean, whenever it is used in this Agreement (unless the context provides otherwise), any of the following events:

(i) The failure of the Applicant to perform the obligations set forth in paragraph 2 (“Obligations of the Applicant”) of this Agreement and to commence corrective measures to perform the obligations within sixty (60) days after receipt by the Applicant of written notice of such default by the City.

(ii) The failure of the City to perform the obligations set forth in paragraph 3 (“Obligations of the City”) of this Agreement and to commence corrective measures to perform the obligations within sixty (60) days after receipt by the City of written notice of such default by the Applicant.

5. **Remedies of the City.**

(a) Whenever any event of default of the Applicant occurs, the City may take whatever action at law or in equity as may appear necessary or desirable to the City to enforce performance and observance of this Agreement.

(b) Modification of conditions of the Council Approval by the shall require City Council approval in accordance with Bloomington City Code Section 21.501.04(d).

6. **Remedies of the Applicant.** Whenever any event of default by the City occurs, the Applicant may take whatever action at law or in equity may appear necessary or desirable to the Applicant to enforce performance or observance of this Agreement.

7. **Notices and Demands.**

(a) A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

(b) Notices, demands, or other communications to a party under this Agreement shall be sufficiently given if sent by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party as follows:

If to the City:

City of Bloomington
ATTN: Director of Community Development
1800 West Old Shakopee Road
Bloomington, Minnesota 55431

If to the Applicant:

Afrique Hospitality Group, LLC
ATTN: Mukhtar Sharif, CEO
1701 American Boulevard East, #15A
Bloomington, MN 55425

8. **Amendment/Additional Documents.** This Agreement may be amended, in writing, as the parties may mutually agree. The plans, standards, stipulations, and other information constituting the Council Approval as detailed in **Exhibit B** may also be amended upon application by the Applicant and approval of the City pursuant to Bloomington City Code Section

21.501.04. Once approved by the City Council, subsequent development plans and conditions shall become part of this Agreement and shall be fully binding upon the parties as if set forth herein. All such additional documents affecting the development and use of this property shall be kept on file as a public record by the City of Bloomington, Director of Community Development.

9. **Application of City Code Provisions, Rules, Regulations and Policies.** This Agreement shall not prevent the City, in subsequent actions applicable to the Property, from applying new City Code provisions, rules, regulations or policies, nor shall this Agreement prevent the City from denying or conditionally approving any subsequent development application on the basis of such existing or new City Code provisions, rules, regulations or policies. No rights shall be deemed to vest in the Applicant or any other person, under any site development agreement, except as expressly set forth therein or pursuant to Minnesota Statutes Section 462.357, subd 1e (Nonconformities).

10. **Relationship of the Parties.** No partnership or joint venture is established between the parties hereto by or under this Agreement or any agreement referenced herein.

11. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including without limitation any and all future and present Applicants, tenants, occupants, licensees, mortgagees and any other parties with any interest in the Property. Upon sale or conveyance of any portion of the Property, the transferee shall be liable for all obligations of the Applicant which relate to such portions of the Property and the transferor shall be automatically released from any further obligation, liability, right or responsibility under this Agreement relating to the transferred portion of the Property.

12. **Recording of Document.** This Agreement shall run with the Property and shall be recorded in the Office of the Hennepin County Recorder or Registrar of Titles, as appropriate, by the Applicant with proof thereof shown to the City prior to its issuance of any permits hereunder. Applicant shall bear all costs of recording this Agreement.

13. **Governing Law.** The City and Applicant agree that the laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and shall be deemed the result of negotiation among the parties and their respective legal counsel and shall not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in the courts of the State of Minnesota, Fourth Judicial District, or the United States District Court for the District of Minnesota.

14. **Entire Agreement.** This Agreement and the Plans represent the entire Agreement between the Applicant and the City. All previous agreements, whether written or oral, are superseded by and merged into this Agreement. Subsequent changes shall not be binding unless reduced to writing and signed by the parties hereto.

15. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining

provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

16. **Signatures/Execution.** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. Facsimile or electronic signatures are not accepted by the City, or by Hennepin County for recording purposes. The City and the County require execution of multiple originals of this Agreement: three (3) originals for City records; and one (1) original for recording with the Office of the County Recorder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

[left blank intentionally; signature pages follow]

Signature Page for the City of Bloomington, Minnesota

CITY OF BLOOMINGTON

DATED: 8/19/22

By: [Signature]
James D. Verbrugge
Its: City Manager

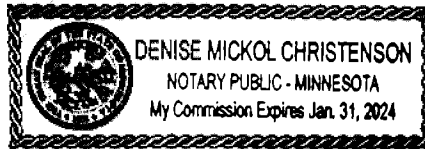
Reviewed and approved by the City Attorney.

[Signature]
City Attorney

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me on this 19 day of August, 2022, by James D. Verbrugge, the City Manager of the City of Bloomington, under the laws of the State of Minnesota, on behalf of the City of Bloomington.

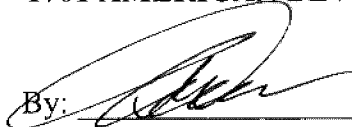
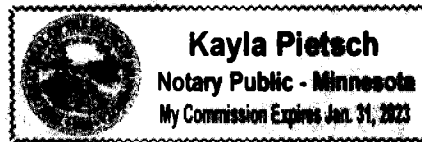
[Signature]
Notary Public



Signature Page for Fee Owner and Applicant

Signature of Fee Owner

1701 AMERICAN BLVD, LLC

DATED: 8/16/22By: 
Rustam Muharamov, SecretarySTATE OF Minnesota)
) SS.
COUNTY OF Hennepin)This instrument was acknowledged before me this 16th day of August, 2022, by Rustam Muharamov, Secretary, on behalf of 1701 American Blvd, LLC.
Notary Public

Signature of Applicant

AFRIQUE HOSPITALITY GROUP, LLC

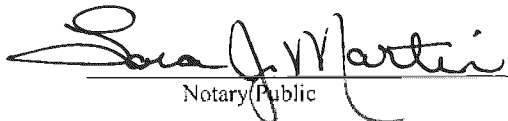
DATED: 8/17/22By: 
Mukhtar Sharif, CEOSTATE OF Minnesota)
) SS.
COUNTY OF Hennepin)This instrument was acknowledged before me this 17th day of August, 2022, by Mukhtar Sharif, CEO, on behalf of Afrique Hospitality Group, LLC.
Notary PublicThis instrument was drafted by:
Legal Dept. – City of Bloomington
1800 W. Old Shakopee Rd.
Bloomington, MN 55431
(952) 563-8753

EXHIBIT A
TO SITE DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON & APPLICANT

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2, Block 1, Cedar Park Addition, according to the recorded plat thereof, Hennepin County,
Minnesota

Torrens

EXHIBIT B
TO SITE DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON & APPLICANT

JANUARY 24, 2022 DECISION NOTICE



January 24, 2022

Afrique Hospitality Group, LLC
ATTN: Mukhtar Shariff
1701 American Boulevard East, Suite #15A
Bloomington, MN 55425

RE: Case # PL202100256 – Conditional Use Permit for a cultural campus
1701 American Boulevard East

Mr. Shariff:

At its regular meeting of January 24, 2022, the Council approved a Conditional Use Permit for a cultural campus located within an existing office/warehouse building located at 1701 American Boulevard East (Case #PL202100256).

The approval is subject to conditions that must be satisfied prior to the issuance of a building permit. While the conditions list includes selected City Code requirements of particular interest, the development must comply with all applicable local, state and federal codes.

1. Prior to Permit A site development agreement addressing conditions of approval and shared parking must be executed by the property owner and the City and must be properly recorded by the applicant with proof of recording provided to the Director of Community Development.
2. Prior to Permit A building permit for all required changes to accommodate the proposed use be obtained.
3. Prior to Permit Sewer Availability Charges (SAC) must be satisfied.
4. Prior to Permit A sidewalk connecting the site with the public sidewalk network along American Boulevard East must be provided to discourage pedestrian movements in the northern driveway.
5. Prior to Permit Bicycle parking spaces must be provided and located throughout the site as approved by the City Engineer.
6. Prior to Permit Parking lot and site security lighting plans must satisfy the requirements of City Code Section 21.301.07.
7. Prior to C/O Landscaping in proximity to the proposed use confirmed to be missing from the approved landscape plan of record for the property must be replaced.
8. Prior to C/O Prior to occupancy, life safety requirements must be reviewed and approved by the Fire Marshal.
9. Prior to C/O Buildings shall meet the requirements of the Minnesota State Fire Code Appendix L (Emergency Responder Radio Coverage) adopted through City Ordinance to have approved radio coverage for emergency responders based upon the existing coverage levels of the public safety communication systems.

10. Prior to C/O Food service plans for all associated kitchens must be approved by the Environmental Health Division (City Code Sec. 14.360). Odor suppression and a grease interceptor for the teaching kitchen may be required as determined the Environmental Health and Utilities Divisions (Sec. 10.24. and Sec. 11.31)
11. Ongoing The cultural campus is limited to as shown on the approved plans in Case File #PL2021-256.
12. Ongoing Per the applicant's project description dated 12/06/2021, the event center use must not operate Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.. Use of the multi-purpose space during weekday business hours (8:00 a.m. - 5:00 p.m.) is limited to activities that do not generate additional parking demand beyond what can be supported by the existing parking supply as determined in Section 21.301.06(d) of the City Code.
13. Ongoing Future changes to overall building occupancy or operations that generate increased evening or weekend parking demand must be reviewed and approved by the Planning Manager prior to occupancy to ensure compliance with Section 21.301.06(d) of the City Code.
14. Ongoing All construction related pickup, drop-off, loading, unloading, staging and parking must occur on site and off public streets.
15. Ongoing All trash and recyclable materials must be stored inside the principal building (Sec. 21.301.17).
16. Ongoing Signs must be in compliance with the requirements of the Class IV Sign District (Sec. 19.113) and the Uniform Sign Design of record (USD #114).
17. Ongoing Development must comply with the Minnesota State Accessibility Code.

Should you have any questions regarding this action, please contact Nick Johnson, Planner, at (952) 563-8925 or nmjohnson@BloomingtonMN.gov.

Sincerely,



Glen Markegard, AICP
Planning Manager

C: Jake Steen, Larkin Hoffman
Rustam Muharamov, 1701 American Blvd LLC